WRITTEN AGREEMENT FOR THE NAVY RESERVE AFFILIATION BONUS

(Chapter 5, Title 37, U.S. Code, Section 308c)

PRIVACY ACT STATEMENT

PRINCIPLE PURPOSE:

Chapter 5, Title 37, U.S. Code, Section 308C.

DISCLOSURE:

To establish eligibility for the Reserve Component Incentive Bonus Program.

Information will be used as a resource document indicating participation status of each servicemember in the Reserve Components Incentive benefits program. Determination of participation status or eligibility will involve computer matching between Department of the Navy and the Defense Finance and Accounting Service (DFAS) using information from this document. ROUTINE USES:

Voluntary, however, failure to provide the Social Security Number may delay processing of this agreement and may result in the respondents eligibility not being established.

1. SERVICE MEMBER INFORMATION					
a. Name (LAST, First, Middle Initial)	b. Social Security Number:	c. Bonus RATING / NEC / UNIT	d. Bonus Tier Award Level:		

2. ACKNOWLEDGEMENT

I hereby acknowledge that final adjudication of eligibility for affiliation bonus entitlement under the Reserve Component Incentives Program resides with Commander, Navy Reserve Forces Command. I further acknowledge that I meet the eligibility criteria as follows:

- 1. I am affiliating in the drilling Navy Reserve in the same permanent rating/specialty I successfully held while serving on active duty which is designated for bonus entitlement by the Commander, Navy Reserve Forces Command, or I have prior military service and I have been approved to affiliate in the drilling Navy Reserve in an eligible temporary rating/specialty which I understand that I must make permanent within 18 months of my affiliation.
- 2. I will have no more than 16 years of total military service from my Pay Entry Base Date (PEBD) upon the date of my affiliation.
- 3. I received an honorable discharge at the conclusion of my active duty military service obligation, if any.
- 4. If I am entering into a 3-year bonus agreement, I understand that I may qualify for an additional bonus if I reenlist or extend my enlistment for a second 3-year term on or before the date upon which my initial 3-year enlistment would expire. I also understand that to be eligible, my rating or specialty must continue to qualify for bonus entitlement. I further understand that I can receive only one 6-year bonus or two 3-year bonuses.
- 5. I have not been a member of the drilling Navy Reserve during any period of time in the previous 24 months prior to applying for this incentive bonus.

3. OBLIGATION

- 1. I am affiliating for a (3 or 6 (select one)) year bonus in the drilling Navy Reserve and have incurred sufficient service contract time, or I already have sufficient service contract time remaining for the period of this bonus agreement.
- 2. If I DO NOT have sufficient service contract time remaining, I understand that I must incur any additional obligation prior to any bonus payment being made to me. (This may be accomplished by either extending or reenlisting upon affiliation; however, I understand that any extension or reenlistment to acquire required obligated time to gain entitlement for this affiliation bonus CANNOT also be used to establish eligibility for a reenlistment/extension bonus).
- 3. I shall serve satisfactorily as prescribed by Navy Reserve regulations and this written agreement for the entire period of my enlistment, and I further obligate to serve in the same Military Department and in the same critical rating or specialty for which the bonus is approved, unless excused for the convenience of the Government.

4. AUTHORIZED NONAVAILABILITY

If I am unable to continue to serve in the Drilling Reserve for a valid reason approved by the Commander, Navy Reserve Forces Command, following a period of satisfactory Reserve participation, I may be authorized up to a one-year period of nonavailability. I understand that if approved, I shall be suspended from this incentive and shall not receive payments during the period of suspension. To regain eligibility for further payments I must return to a Drilling Reserve status prior to the expiration of the approved period of nonavailability and extend my commitment for the duration of the period of nonavailability to serve the full qualifying timeframe in the Drilling Reserve. Entitlement to subsequent payments shall resume on the adjusted anniversary date of satisfactory, creditable Drilling Reserve service (i.e., the date shall be adjusted for the period of nonavailability). Failure to meet reinstatement criteria shall result in termination of the incentive and recoupment, as necessary. Only one period of nonavailability is permitted during the qualifying contractual agreement.

5. ENTITLEMENTS

- 1. Based upon the bonus Tier award level of my qualifying unit, rating or specialty listed above I shall receive my bonus payments as follows:
- a. Six-vear contract:
 - TIER 1 = Total bonus of \$20,000, TIER 2 = Total bonus of \$15,000 and TIER 3 = Total bonus of \$10,000. I will be paid the entire bonus in one lump sum payment.
- b. Three-year contract (first):
- TIER 1 = Total bonus of \$10,000, TIER 2 = Total bonus of \$7,500 and TIER 3 = Total bonus of \$5,000. If I am classified as Tier 1, I will be paid the entire bonus in one lump sum payment. If I am classified as Tier 2 or Tier 3, I will receive an initial payment equal to 50% of the total bonus and two equal anniversary payments.
- c. Three-year contract (second):
- TIER 1 = Total bonus of \$7,500. TIER 2 = Total bonus of \$5,000 and TIER 3 = Total bonus of \$3,000. If I am classified as Tier 1, I will be paid the entire bonus in one lump sum payment. If I am classified as Tier 2 or Tier 3, I will receive an initial payment equal to 50% of the total bonus and two equal anniversary payments.
- d. I understand that all incentive payments are considered taxable income.

6. STATEMENT OF UNDERSTANDING

- 1. My bonus entitlement shall be terminated per the following:
 - a. I fail to participate satisfactorily in training with the drilling reserve per current directives including maintaining medical and dental readiness.
 - b. I voluntarily separate from the drilling reserve for any reason including Active Duty for Special Work or Active Duty Training for more than 179 consecutive days.
 - c. I voluntarily change to a non bonus-eligible rating without the express approval/direction of Commander, Navy Reserve Forces Command.
 - d. I fail to extend the contracted term of service for a period of authorized non-availability.
- 2. If I am terminated, an amount to be recouped or reimbursed shall be computed as follows:
- a. The number of months I served satisfactorily during the term for which my bonus has been paid shall be multiplied by the monthly rate authorized for the particular bonus. That amount shall be subtracted from the total amount of bonus paid to me to date. If the calculation indicates overpayment to me, I will refund that amount to the Government of the United States. If the calculation indicates that I have earned more than I have been paid, I shall receive a final payment in that amount.
- 3. Termination from bonus entitlement and/or any refund made by me shall not affect my period of obligation to serve in the Ready Reserve.
- 4. Recoupment of a bonus payment as calculated under subsection 2, above, shall be waived if termination was for any of the following reasons:
- a. I am accepting an immediate appointment as an officer in the Ready Reserve, and have completed more than 1 year of the incentive contract term.
- b. I am involuntarily separated from the DRILRES as a result of inactivation, relocation or reorganization of my unit, or as a result of a directed reduction in the Drilling
- c. I am not recommended for retention in the DRILRES as determined by a medical review board, and that my condition was not caused by my own willful misconduct.
- 5. I have read and understand each of the statements above, and understand that they are intended to constitute all promises or agreements whatsoever concerning my affiliation bonus

7. SERVICEMEMBER					
a. TYPED OR PRINTED NAME (LAST, First, Middle Initial)	b. Rank	c. Signature	d. Date		
8. RECRUITER, COMMANDING OFFICER OR DESIGNEE					
a. TYPED OR PRINTED NAME (LAST, First, Middle Initial)	b. Grade	c. Signature	d. Date		